Office SECRET

#### ROUTING AND RECORD SHEET

INSTRUCTIONS: Officer designations should be used in the "TO" column. Under each comment a line should be drawn across sheet and each comment numbered to correspond with the number in the "TO" column. Each officer should initial (check mark insufficient) before further routing. This Routing and Record Sheet should be returned to Registry.

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#### **OBLIVIOUS**

#### SE Division Proprietary Project Amendment No. 1 - Administrative Plan

The project Administrative Plan of 28 April 1954 shall be amended to read as follows:

#### IV. Protection of Government Interest and Control

14. The contract(s) executed between KUBARK and the voting members of HTNEIGH shall be prepared by the Special Contracting Officer of the Personnel Office, with the concurrence of the SE Division and the Commercial Division; shall outline the individual responsibilities of the members of HTNEIGH; and shall cover at least the following points:

(a) Except where prior authority has been received from the SE Division, or where a specific expenditure has been explicitly provided for and itemized in the approved project budget, and other than as provided for by paragraph 17 below, HTNEIGH shall not inchr any obligation which will involve in the aggregate, an expenditure in excess of \$100 for a single purpose;

(b) . . . . . . . .

CONCUR:

Logiotics Office Date

MAY 21 1954

SUBJECT

: Amendment No. 1 to the Administrative Plan for SE Division Proprietary Project OBLIVIOUS

#### Background and Purpose of Amendment

i. OBLIVIOUS, a subproject of OBOPUS, is designed to provide KUBARK support for HTNEIGH, a committee of Soviet Satellite refugees, which constitutes an overt mechanism for PP activities directed at their homeland, the target of the project.

2.. On 28 April 1954, an Administrative Plan was approved for this project which provided in part as follows:

"14. The contract(s) executed between KUBARK and the voting members of HTNEIGH shall be prepared by the Special Contracting Officer of the Personnel Office, with the concurrence of the SE Division and the Commercial Division; shall outline the individual responsibilities of the members of HTNEIGH; and shall cover at least the following points:

(a) Except where prior authority has been received from the SE Division, and other than as provided for by paragraph 17 below, HTNEIGH shall not incur any obligation: which will involve in the aggregate, an expenditure in excess of \$100 for a single purpose. The provision of an itemized budget for a stated period shall be deemed to be prior authorization within the meaning of this subparagraph;

(b)<sup>11</sup> . . . . . . .

3. The purpose of this amendment is to clarify the wording of subparagraph 14. (a) so as to avoid a misconstruction of the intent thereof in applying appropriate controls to this project. The proposed amendment has been considered by all KUBARK elements signatory to the original Plan, and is recommended for your approval.

Chief
Project Administrative Planning Staff, DD/A

Project Officer

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PAPS/DDA/RLB:jas (21 May 1954) MEL

#### ORLIVIOUS Amendment No. 1

APPROVED, by direction of DD/P

Chief of Administration, DD/P

5 June 1954

AUTHORIZED

Deputy Director (Administration)

11 June 1954



# ROUTING AND RECORD SHEET

INSTRUCTIONS: Officer designations should be used in the "TO" column. Under each comment a line should be drawn across sheet and each comment numbered to correspond with the number in the "TO" column. Each officer should initial (check mark insufficient) before further routing. This Routing and Record Sheet should be returned to Registry.

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MEMCRANDUM

TO : Deputy Director (Plane)

SUBJECT: Administrative Plan for SE Division
Proprietary Project CBLIVIOUS

#### I. Background

i. Under a succession of program and project designations (BGFIEND, OBOPUS and HTNEIGH), KUBARK has, since 1949, provided operational guidance and financial support to a committee of Seviet Satellite refugees informally associated in a joint venture for the estensible purpose of publicining the plight of the inhebitants of their homeland and acting as the focal point for anti-Genmunist exiles of the same origin; at the same time the committee has provided KUBARK with an overt mechanism for its PP activities directed at the target country.

Tork, which until September 1953 constituted in effect a sub-activity of TPTONIC, and one is \_\_\_\_\_\_ The New York office of HTNEIGH was budgeted, funded and accounted for through TPTONIC. However, due to limitations in the Fiscal Year 1954 budget of TPTONIC, that project could no longer be utilized to fund the activities of HTNEIGH in the U.S. Therefore, an Administrative Plan was developed for the independently conducted proprietary activities of the committee under Project OBOPUS/HTNEIGH, and approved 27 November 1953, upon condition that stope be initiated at the earliest time to incorporate HTNEIGH so as to eliminate the possibility of complications arising with respect to questions of civil liability and determination of property interests.

3. Since the approval date of the extant Administrative Plan the operational aspects of the project have been reorganised. The strice of HTNEIGH is now funded from New York, and the publication of a newspaper and builetin mailed to entellite exiles all over the world, is now also conducted from New York. Hence, all overt expenditures of HTNEIGH, including the compensation of committee members actually located overcoss, are now disbursed from the New York office, and the fiftee will cover its expenses from a petty cash fund reimbursed at monthly intervals from the New York office.

# II. Need for the Attached Plan

4. It is proposed that the attached Administrative Plan supercode in

entirety the approved Plan of 27 November 1953. Although basic controls of the former Plan have been retained, these have new been adjusted to reflect the proposed incorporated status of the cover mechanism, the recast operational aspects of the activity, and the evolution of Agency administrative procedures during the intervening period. It should be noted that HTNEKON is not yet an incorporated entity, but that incorporation will be undertaken as provided in the attached Plan as soon as feasible after return to PBPRIME of certain members of the organization who will act as its incorporators. Like its predecessor, the attached Plan has been formulated on the assumption that legitimate contributions which may be obtained by the committee may be used to supplement the project budget.

### III. sprovel

sub-project of OBOPUS (formerly BGFIEND). OBOPUS was included in the Fiscal Year 1954 operational program of the SE Division, and approved by the DCI on 7 August 1953 in the amount of which was allocated to certain proprietary activities designated as OBOPUS/HTKEIGH. Hence, this activity presently operates under the approval granted to Project OBOPUS. However, the SE Division now proposes that, beginning with Fiscal Year 1955, all activities under Project OBLIVIOUS be reparated from OBOPUS and consolidated into the proprietary mechanism for which procedures are provided in the attached Plan. It is estimated that the cost of Project OBLIVIOUS for Fiscal Year 1955 will be

#### IV. Administrative Flan

6. The attached Administrative Pdan has been concurred in by the interested staffs and divisions, as evidenced by the attached concurrence sheet, and is recommended for your approval.

Project Administrative Flaming Staff, DD/A

Froject Officer

PAPS/DDA/RLB/mie (14 April 1934)

LIBUSE

# OBLIVIOUS SE Division Proprietary Project Administrative Plan

# 1. Organization and Conduct of the Cover Mechanism

I. HTNERSH, the overt instrumentality of this project, shall be incorporated as a non-profit membership association or charitable foundation, in a state to be selected by the Office of the General General, with the concurrence of the SE Division. HTNEIGH shall maintain an office in the New York area for the astensible purposes set forth in paragraph one (I) of the memorandum attached hereto; such office shall actually be used to control the operation of the project.

2. The Office of the General Counsel, in conjunction with a cleared attorney, shall apply for tax exempt status for HTNEIGH.

3. HTNEIGH shall have a Board of Directors of not more than five (5) persons, all witting, who shall meet at least annually, and who shall be the voting members of HTNEIGH. From among their number the voting members shall elect a president, a vice-president, and a secretary-treasurer for the organization.

4. HTHEIGH may also have non-voting members and full-or parttime employees recruited in accordance with instructions provided by the
SE Division, with the concurrence of Staff C/SPB and the Security Office,
as appropriate; and whose membership or employment shall conform to
the security criteria provided in Section V below, provided that the designation of the member or employee of HTMEIGH responsible for the maintenance of financial records and the preparation of financial reports, shall
also have the approval of the Commercial Division and the Office of
Comptroller.

5. All voting members of HTNEICH shall be KUBARK covert associates, and the salaries and other compensation to which they may be entitled, if any, pursuant to their contract(s) with the Agency, shall be drawn as estensible salary from HTNEICH after appropriate adjustments for security reasons and for compliance with the statutory requirements of Federal, State, and local authorties. The additional compensation, if any, to which each such individual may be entitled, shall be credited to his account with KUBARK.

6. Travel, quarters, subsistence and entertainment expenses incurred on its behalf by Mrectors, officers, members and employees of HTNEIGH

shall be on an actual, reasonable and necessary expanse basis, consistent with like expenses of comparable non-profit foundations or charitable organizations, and within the amount provided therefor in the approved budget for the project. Copies of all venctors and/or other substantiating documentation for those expenses shall be attached to the periodic accountings rendered by MTMEIGH to the SE Division, and shall be reviewed at least at quarterly intervals by the SE Division and Commercial Division, who shall advise the Chief of Administration, DD/P, in the event the claimed expenses do not appear actual, necessary or reasonable.

#### II. Budget

7. The SE Division shall prepare an itemized budget for the project, at least at annual intervals, which shall have substantiating detail adequate to the needs of operating the project for the ensuing Fiscal Year, and which shall be concurred in by the Commercial Division and the Office of Comptreller. This budget shall be in accordance with the terms and conditions of the applicable project or program approval and shall cover the provision of funds to the project; such budget shall include an estimate of income anticipated from non-KUBARK sources. Changes in the categorised limitations of the budget may be made by the SE Division, with the concurrence of the Commercial Division.

#### III. Funding

8. The Finance Division, Office of the Comptroller, shall advance funds for the project within the amounts of its approved allotments, upon request of the SE Division.

9. Financial support received from KUBARK by the cover mechanism of this project shall be introduced into the New York bank account of HYNEIGH in a covert sterile manner jointly agreed to by the SE Division, the Finance Division and the Cover Division. All menies received, negotiated, or disbursed by HYNEIGH shall pass through this corporate account. In addition thereto, a petty cash find not to exceed \$500.00 at any given time, shall be set up at the Rome effice, and reimburged at monthly intervals on the basis of accountings rendered by the Rome effice to the New York office.

10. HTNEIGH shall not disburse any monies unless such disbursements (a) when of KUBARK funds, are within the categorised limitations of the approved budget and sub-allotments thereof; or (b) when of non-KUBARK funds, have been approved and/or directed by the SE Division.

### IV. Protection of Government Interest and Control

11. The SE Division shall obtain and forward to the Office of the General Counsel and the Commercial Division for review, capies of the articles of

incovporation, by-laws, and other formula decomments or memorance of the management of the Directors or members of HTMEIGH.

is, Since it is operationally unforable to obtain eigned letters at realignation, the by-laws of HTMEIGH shall include a previous that the conditions of employment or membership of any individual thereby or therein shall be determined by the Board of Directors.

13. Funds may be disbursed from the New Yeak heak account of HTREIGH by signature of ear two of the three officers thereof.

14. The contract(s) executed between KUBARK and the voting members of HTMEIGH shall be propared by the Special Contracting Califors of the Personnel Office, with the concurrence of the SE Divinion and the Commercial Divinion shall outline the individual responsibilities of the members of Sivinion shall outline the individual responsibilities of the members of SIVINION; and shall cover at least the following points:

(a) Except where prior authority has been received from the SE Division, and other then as provided for by paregraph 17 below, MTWEIGH abuil not incur eny obligation which will involve in the eggregate, an expenditure in excess of \$100,00 for a single purpose. The provision of an itemized budget for a stated period shall be deemed to be prior authorized budget for a stated period shall be deemed to be prior authorized within the meaning of this sub-paregraph:

(b) The categorised limitations expressly imposed in the intensived approved budget for any given period may not be exceeded without prior approved of the SE Division and the Commercial Divisions

(c) HTMEIGH shall observe security, fiscal and accounting procedures prescribed and provided by KUBARE!

alavvestal to has remanns and betibus on that HORMAN (4) stategastes by KURARK;

(a) HTMEIGH shall hold all funds received from non-KUBARK as sources within its control, subject to instruction from KUBARK as to disposition and as to accounting to non-KUBARK searces for the disbursement of such funds!

(f) Unloss it shall have express prior approval from the SE Division, as concurred in by the Office of the Comptroller and Commercial Division, HTMEICH shall not berrow on its secured or unsecured credit from any source whatsoever, nor shall it enter into any commitments to morrigage or pledge ony of its cuter late any consmitments to morrigage or pledge ony of its

(g) The SE Division shall provide HTNSIGN with policy and administrative guidance not inconsistent with the terms of this Plan through assigned case officer(s), and HTNEIGH shall carry out its program and activities in accordance with the policy guidance received from such case officer(s).

#### V. Security

15. All witting personnel utilized under this project shall be previously cleared by Staff C/SPB or the Security Office, as appropriate. In addition, and where possible, at least the names of all other persons who are deemed to be in a position to compromise, embarrase or interfere with the operation, must be submitted to Staff C/SPB for security review.

the absolute minimum necessary in the judgment of the SE Division to the success of the operation. Each individual who, in the judgment of the SE Division, is required to have knowledge of the spansorship of HTMEIGH by ODYOKE shall have, in advance of his acquisition of the information, appropriate clearance as specified in paragraph 16 above, and shall then, if he is to be used on a continuing basis, execute either a secrecy agreement and a Memorandum of Understanding or a written contract with KUBARK, on at the discretion of the SE Division, a memorandum shall be furnished to the Special Contracting Officer of the Personnel Office which shall set forth KUBARK's responsibilities in this connection.

# VI. Real Property

17. Upon expiration of any lease heretofore consummated by HTNEICH the president thereof, or his designee, shall be authorized to consummate a lease for the premises to be occupied by it, in term not to exceed one year (containing, if possible, an appropriate cancellation clause); with rental not exceeding \$3,600.00 annually; for an area not exceeding \$3,000 square feet; and with advance payment not exceeding rent for a six menth period. A sterile copy of any lease executed by HTNEICH shall be forwarded to the Logistics Office for retention.

# VIL. Accounting and Reporting

18. HTMEIGH shall maintain such accounts and records as may be necessary properly to record and control all income and expenses. Such records and accounts will be set up and maintained in accordance with precedures prescribed by the Office of the Comptroller, and concurred in by the Commercial Division.

19. HTNEIGH shall submit to the SE Division, at monthly intervals (except as indicated) within 15 days after the close of each calendar month,

beginning with that menth during which this Plan shall be approved, the following financial reports:

#### (a) A Balance Sheet;

(b) A Statement of income and Expense, which shall clearly distinguish between funds received from EUBARE and those received from non-EUBARE sources during the period; which shall classify expenses by purpose and object; and which shall have attached thereto a schedule itemising the compensation of, and other payments to, each individual compensated by HTMEIOH during the period; and

#### (c) A Schedule of fixed assets (to be submitted semi-yearly).

Each report or statement submitted by HTNEIGH to the SE Division shall be accompanied by a certificate from the officer responsible for the proparation of such report, who shall attest thereby that such report or statement reflects to the best of his knowledge and belief the financial status or activities of HTNEIGH on the date or during the period indicated. After review and starilization by the SE Division, each such report shall be forwarded to the Finance Division and a copy thereof to the Commercial Division for analysis and retention, except that the schedule of fixed assets shall be forwarded to the Logistics Office.

20. In addition to the finantial reports submitted, HTNEIGH shall furnish to the SE Division, as of the balance sheet dates, a report of accomplishment, which will include a statement of the specific means and measures considered and/or acted upon during the period by HTNEIGH, and such other pertinent information as will enable the effectiveness of HTNEIGH's activities during the period to be evaluated. This report will be signed by an authorized efficer of HTNEIGH and forwarded to the SE Division case efficer for review.

# Vill. Writeoff and Financial Control

II. A certificate jointly executed by the Division Approving Officer and the responsible operating efficer, attesting that the fermer has (a) reviewed the financial reports submitted by HTNEIGH and (b) approved all expanditures made during the period as expended in the best interest of the Agency; and that the latter has (a) reviewed and approved the menthly reports of accomplishment submitted by HTNEIGH; and (b) deems continued support of the activity to be warranted, shall accompany each financial report, or group thereof, submitted to the Finance Division.

22. The Anthorized Cortifying Officer, Finance Division, shall accept the monthly financial reports submitted by HTMEIGH to KUBARK when accompanied by the joint certification of the Division Approving Officer and the responsible operating officer, as an accounting for funds advanced under this project, and for appropriate recording in the KUBARK system of accounts.

#### IX. Audit

23. An audit program, which shall provide for at least an annual audit shall be determined and carried out in accordance with applicable KUBARK regulations.

## N. Liguidation

24. HTNEIGH shall not be terminated, disselved, or its assets disposed of, without prior joint approval of the DD/A and DD/P.

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APPROVED, by direction of May's

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34 April 1954

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